Contract NO. 2023-ERGS-XSTL-QT-037

Adatel doo Beograd
Br. 091/23
21.08.2023 god.

Km143+750 23 号通信新增工程改迁服务合同

Service contract for Relocation No 23 Collision Additional Works at Km143+750

Party A: SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD-Novi Beograd

Party B: ADATEL DOO BEOGRAD

The Service Contract(NO: 2023-ERGS-XSTL-QT-037) is concluded in Subotica, on 8.21 .2023, between:

甲/Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, Novi Beograd. Represented by Mr. Wang Yong

和 And

乙方/Party B: ADATEL DOO BEOGRADR, MB: 20674202, PIB: 106753964, KIKINDSKA 86E, 11000 BORCA. Represented by Vladimir Pavlovic.

鉴于 Km143+750 处 23 号通信的输出柜"IRO 1"以及相关的地下电缆在 Km143+729 地下通道的施工区域内，需要进行迁改，属于新增改迁工作，塞尔维亚通信单位已出具《同意书》允许改迁。甲方委托乙方实施 Km143+750 23 号通信新增工程的改迁工作，经双方协商，达成以下协议：

In view of the fact that the communication outlet cabinet "IRO 1" of No. 23 Collision at Km143+750 and the relevant underground cables is in the construction zone of the Km143+729 underpass, it needs to be relocated, which is additional work. The Telekom Serbia has issued a "Consent" allowing the relocation. Party A entrusts Party B to provide Relocation No.23 Collision additional works at km143+750. After negotiation between the two parties, the following agreement is reached:

第 1 条 合同标的
Article 1 Subject of the Contract

1.1 作业内容：完成 Km143+750 处第 23 号通信的新增迁改工作，包括输出柜"IRO 1"以及相关地下电缆改迁、绘制改迁完成的竣工图纸等相关工作。

1.2 Work description: Complete the additional relocation works of Collision No. 23 at Km143+750, including the output cabinet "IRO 1" and the relocation of related underground cables, drawing the as-built drawings of the relocation, etc.

第 3 条 服务期限
Article 3 Service Deadline

3.1 完成所有迁改工作及验收，并提交竣工图的期限为签订合同之日起 7 个日历天。

3.1 The time limit for completing all relocation work and acceptance, and submitting the as-built drawings is 7 calendar days from the date of signing the contract.

3.2 为免疑义，乙方在此明确同意，不因本条规定的任何加速或其他费用的发生而以任何方式修改和/或调整合同价格。

3.2 For avoidance of any doubts, Party B hereby explicitly agrees that there will be no modifications and/or adjustment of the contract price in any manner, due to the

occurrence of any acceleration or other costs under this Article.

第 4 条 服务价格
Article 4 Price for Service

4.1 合同总价格为 84,000.00 第纳尔（大写：捌万肆仟第纳尔），不含增值税，增值税应根据塞尔维亚增值税法计算。

4.1 The total contract price is 84,000.00 Dinars, excluding VAT. The VAT shall be calculated in accordance with the Serbian VAT Law.

价格表 Table of Price

序号 No	细目名称 Description	单位 Unit	数量 Quantity	单价 Unit price (RSD)	总价 Total price (RSD)
1	23 号通信改迁新增工作 Collision 23 additional works	Complete all work	1	84,000.00	84,000.00
合计/ summary (RSD)					**84,000.00**

4.2 合同价格是固定不变的，合同总价包含完成本通信迁改服务的全部费用，包括设备材料费、人工费、运输费、燃油费等与完成此项工作有关的全部费用。

4.2 The contract price is fixed, The total contract price includes the full cost of completing this Communication Relocation Service, Including the equipment and material fee, workers' fee, transportation fee, fuel fee, etc., and all costs related to the completion of this work.

4.3 除增值税外，甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

4.3 Except for VAT, Party A is not obliged to pay any taxes to Party B, regardless of whether any changes in taxes occur during the performance of the subcontract, even if these taxes are related to the works.

第 5 条 付款
Article 5 Payment

5.1 付款：通信迁改工作全部完成，并经甲方验收合格后，甲方在 15 日内支付合同金额的 100%。乙方有义务按照塞尔维亚相关工程的专业规则，提交施工日志、竣工图等。

5.1 After the Communication relocation work is completed and passed the acceptance by Party A, Party A shall pay 100% of the contract amount within 15days. Party B is obliged to submit the construction log, As-built drawing, etc. in accordance with the professional rules of relevant projects in Serbia.

5.2 乙方有义务提供甲方财务部门要求的相关文件（如正式发票及相关结算支付文件），若因文件提交不及时或文件错误的原因导致付款不及时，乙方应对此负责。

5.2 Party B is obliged to provide the relevant documents (such as official invoices and

relevant settlement and payment documents) required by the financial department of Party A. If the payment is not timely due to the delayed submission of documents or the wrong documents, Party B shall be responsible for this.

5.3 乙方的银行帐号为 160-0000000342022-76, Banca Intesa A.D.- Beograd。
5.3 The bank account number of Party B is 160-0000000342022-76, Banca Intesa A.D.- Beograd .

第 6 条 甲方权利和义务
Article 6 Rights and Obligations of Party A

6.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，材料和设备质量，安全施工情况等方面进行监督检查，并督促乙方纠正自身对完成本工作不利的错误行为（若有）。
6.1 In order to complete the work on schedule, safely and with high quality, Party A has the right to supervise and inspect the work progress, the quality of materials and equipment, and the Construction safety situation, And urges Party B to correct its own wrong behavior (if any) that is not conducive to the completion of this work.

6.2 甲方有义务按照本合同规定，及时且全额向乙方支付服务费用。
6.2 Party A is obliged to pay Party B the service fee in full and in a timely manner in accordance with this contract.

第 7 条 乙方权利和义务
Article 7 Rights and Obligations of Party B

7.1 为如期完成通信迁改工作，乙方有义务投入足够的人员及必要的工作设备执行本工作。
7.1 In order to complete the communication relocation work on schedule, Party B is obliged to invest enough personnel and necessary working equipment to perform this work.

7.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。
7.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

7.3 乙方在执行通信迁改工作期间，有义务自费为其员工采取并实施所有必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。
7.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of communication relocation work; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne

by Party B.

7.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。
7.4 Party B is responsible for any damage (If it is caused by Party B) caused to the Part A, INVESTOR or third parties. The costs of damage are borne by the Part B.

第 8 条 其他
Article 8 Miscellaneous Agreement

8.1 工作执行期间如甲方更改或更新方案，在不增加工作范围，不违反法律规定的情况下，乙方应无条件配合甲方，以便项目计划方案能够更好地完成。
8.1 During the execution of the work, if Party A changes or updates the plan, without increasing the scope of work or violating the law, Party B shall cooperate with Party A unconditionally so that the project plan can be better completed.

8.2 对于本合同未提供的所有内容，将适用《规划和建设法》，《义务法》，《建筑特殊规定》以及其他规范该领域的法律规定。
8.2 For everything that is not provided by this contract, the provisions of the Law on Planning and Construction, the Law on Obligations, Special Customs on Construction and other legal regulations that regulate this area, will apply.

8.3 本合同及其附件应视为双方的完整协议，将取代本合同签订前的任何口头或书面协议、理解和沟通，若附件与本合同条款存在不一致，本合同的合同条款具有优先解释权。
8.3 This contract and its Annex shall be regarded as a complete agreement between the two parties, and will replace any oral or written agreement, understanding and communication before the signing of this contract. If the appendix is inconsistent with the terms of this contract, the contract terms of this contract shall have priority for interpretation.

8.4 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。
8.4 The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

8.5 本合同以中文、英语编写。若条款中三种语言有任何差异，英语具有优先解释权。
8.5 This contract is made in Chinese and English. In the event of any differences among the three languages, the English version shall prevail.

8.6 本合同一式四份，双方各执两份。每份合同具有相同法律效力。
8.6 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.

附件：产权单位 Telekom 指示

Annex: Telekom's Instructions

SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

甲方签字：
Signed by Party A:

姓名/Name: Wang Yong
日期/Date: 2023.8.21

ADATEL DOO BEOGRAD

乙方签字：
Signed by Party B:

姓名/Name: Vladimir Pavlović
日期/Date: 21.08.2023